

1 Gregory D. Brown, State Bar No. 065318
2 Claudia Leed, State Bar No. 122676
3 BURNHAM BROWN
 A Professional Law Corporation
 P.O. Box 119
 Oakland, California 94604

1901 Harrison Street, 11th Floor
Oakland, California 94612
Telephone: (510) 444-6800
Facsimile: (510) 835-6666

7 Attorneys for Plaintiffs
8 WILLIAMS-SONOMA, INC. and
WILLIAMS-SONOMA STORES, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

12 WILLIAMS-SONOMA, INC. AND WILLIAMS-SONOMA STORES, INC..

Plaintiffs,
V.

H & H CONTRACTING COMPANY, INC.,
an Ohio Corporation; HOLLISTER CO., a
Delaware corporation, as a wholly owned
subsidiary of ABERCROMBIE & FITCH
MANAGEMENT CO., INC., ACI
CONSTRUCTION COMPANY, LC, a Utah
Corporation; ACI CONTRACTORS, a Utah
partnership; ALISON ANN STRAUSS, a
partner in ACI CONTRACTORS; RONALD
DEAN SILLS, a partner in ACI
CONTRACTORS; MICHELLE BROWN,
DBA ACI CONTRACTORS in Utah;
ABERCROMBIE & FITCH, INC., and
ABERCROMBIE & FITCH STORES, INC.,
a Delaware corporation; and DOES 1 through
10, inclusive.

Defendants.

No. C06-05276 MEJ (BZ)

**STIPULATION TO DISMISS ENTIRE
ACTION WITH PREJUDICE
[FRCP Rule 41(a)(1)] and ORDER**

AND RELATED ACTIONS

1 Pursuant to Federal Rules of Civil Procedure 41(a)(1) and Northern District of California
2 Local Rule 7-12, Plaintiffs WILLIAMS-SONOMA, INC. and WILLIAMS-SONOMA
3 STORES, INC. ("Plaintiffs") and defendant MICHELLE BROWNE dba ACI Contractors in
4 Utah ("Browne"), defendants and third-party defendants ABERCROMBIE & FITCH, INC. and
5 ABERCROMBIE & FITCH STORES, INC. (collectively "A&F"), defendant J.M. Hollister,
6 LLC ("Hollister"), third-party defendants and third-party plaintiffs WESTFIELD GROUP,
7 WESTFIELD AMERICA, INC. and VALLEY FAIR UTC, LLC (collectively "Westfield"), and
8 defendant and third-party plaintiff and defendant H & H CONTRACTING COMPANY, INC.
9 ("H&H"), by and through their respective attorneys of record, hereby request that this action be
10 dismissed in its entirety with prejudice, including without limitation plaintiffs' complaint,
11 H&H's third-party complaint, and Westfields' third-party complaint. Each party is to bear their
12 own legal fees and costs.

13 IT IS SO STIPULATED.

14
15 Dated: April 18, 2007

BURNHAM BROWN

16

17

By: /s/ Claudia Leed

18

19

CLAUDIA LEED
Attorneys for Plaintiffs
WILLIAMS-SONOMA, INC. AND
WILLIAMS-SONOMA STORES, INC.

20

21

Dated: April 18, 2007

DECKARD LAW FIRM

22

23

24

By: /s/ Diane Deckard

25

26

DIANE DECKARD
Attorneys for Defendant
MICHELLE BROWNE dba ACI
CONTRACTORS, INC.

27

28

Dated: April 18, 2007

LIVINGSTON LAW FIRM

By: /s/ David L. Jordan

DAVID L. JORDAN
Attorneys for Defendant
Attorneys for Defendant and Third-Party
Plaintiff and Defendant H & H
CONTRACTING COMPANY, INC.,
Defendants and Third-Party Defendants
ABERCROMBIE & FITCH, INC.,
ABERCROMBIE & FITCH STORES, INC.,
and Defendant J.M. HOLLISTER, LLC

Dated: April 18, 2007

LAW OFFICES OF JEFFREY F. PACCASSI

By: /s/ Richard Levine

RICHARD LEVINE, ESQ.
Attorneys for Third-Party Defendants and
Plaintiffs WESTFIELD GROUP,
WESTFIELD AMERICA, INC. and
VALLEY FAIR UTC, LLC

ORDER

Pursuant to Stipulation by the parties and good cause appearing therefor,
IT IS HEREBY ORDERED that a Dismissal of the entire action with prejudice be
entered with each party to bear their own legal fees and costs.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 19, 2007

UNITED STATES DISTRICT COURT
MAGISTRATE JUDGE MARIA-ELENA JAMES

